



West Indy Coop

Invitation for Bids
Snack & Beverage Products
for West Indy Coop
2021-2022 School Year

BIDS DUE: Tuesday, April 20, 2021 at 5:00 PM

PUBLIC BID OPENING via Zoom: Wednesday, April 21, 2021 at 10:00 am

AWARDS MADE BY: May 14, 2021

March 23, 2021

Dear Snack & Beverage Vendor,

West Indy Cooperative (WIC) is a school food service cooperative in Indiana. WIC represents approximately 101,000 students. MSD of Wayne Township, MSD of Lawrence Township, Roncalli High School and Mooresville Consolidated Schools comprise the Board of Directors for WIC. The Board of Directors will evaluate the bids and make final decisions on behalf of our members.

Competitive, fixed price, sealed bids are being sought for the K-12 school segment for Snack & Beverage Products. Bid pricing is requested for the 2021-2022 school year, effective July 1, 2021 through June 30, 2022. Upon mutual agreement of the Cooperative and the Vendor, the bid may be renewed annually for one (1) year, and annually up to four (4) additional years.

A contract award will be made in writing to the approved vendor who is the lowest responsive and responsible bidder.

Volumes on the bid are based on historical data from the 2019-2020 school year. A product listed on the bid does not guarantee the product will be used for the 21-22 school year.

Please refer to the Bid Check List to assure your bid packet is complete.

All WIC procurement transactions will be conducted in a manner providing full and open competition in accordance with USDA standards.

WIC intends to create partnerships with Vendors who are dedicated to the needs and concerns of school food service operators. Thank you in advance for your interest and support of this endeavor.

Thank you,

Katie Rogers

Katie Rogers, MS, RD

WIC Administrator

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
- 2. fax: (202) 690-7442; or*
- 3. email: program.intake@usda.gov*

This institution is an equal opportunity provider.

Invitation for Bids: Snack & Beverage Products 2021-22

General Scope

West Indy Cooperative bids shall be conducted in a manner that provides maximum open and free competition consistent with Title 7, Code of Federal Regulations (7 CFR) sections 3016 and 3019.

As such, we invite companies to submit their bids in a professional and honest fashion. Per Title 2 CFR (Code of Federal Regulations) 200.318-320, this Invitation for Bid (IFB) is created with a goal of obtaining an adequate number of bids. WIC will award the contract to the lowest responsible bidder who meets the stated needs and objectives of this bid.

The IFB is a sealed, competitive bid process with firm pricing for the 2021-2022 school year. Pricing must be held firm effective July 1, 2021 through June 30, 2022.

Time Line

Bid Issued	April 1, 2021
Bids Due	April 20, 2021 by 5:00 pm
Public Bid Opening	April 21, 2021 at 10:00 am
Bid Award	May 15, 2021

Zoom Public Bid Opening

Topic: WIC Snack & Beverage Bid Products Opening
Time: Apr 21, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/9901199230?pwd=YUc3VFVadUp0c2RVd040eGpKZnhGQT09>

Meeting ID: 990 119 9230

Passcode: WIC

BID CHECK LIST

ELECTRONIC PAPERWORK SUBMITTED BY APRIL 20TH AT 5:00 PM:

PROCUREMENT CERTIFICATIONS-Complete via DocuSign link below

- Anti-Affidavit does NOT need to be notarized
- Forms Include: Bid Certification, Anti-Collusion Affidavit, Clean Air & Water Certification, Debarment Suspension Certification, & Lobbying Certification
- Docusign Link:
<https://na3.docusign.net/Member/PowerFormSigning.aspx?PowerFormId=56ecacd3-25f0-423f-9e52-236e36eeacb0&env=na3&acct=feebe4a3-33c0-4cf7-b0aa-478fc449cc3b&v=2>

BID FORM- Email to bids@rogersk12consulting.com:

Complete the Excel Bid Form. You must enter numbers on Excel, no hand written documents will be accepted. If there is an item that is not offered by your company please indicate by placing N/A (not applicable) in the bid price field. If your company wants to bid an item that is equal to the item specified, add a row under the product and complete the columns.

Not all items on the WIC Snack & Beverage bid must receive a bid price. Although, product availability will take part in the decision in selecting a Vendor.

Specifications for the category are based on USDA meal pattern requirements for NSBP/NSLP and Smart Snacks. The key is as follows:

SS- Smart Snack

F-1/2 cup Fruit Serving

V-1/2 cup Vegetable Serving

Milk- 8 oz. Fluid Milk Serving

G-Grain Serving

M- Meat/Meat Alternate Serving

Low Sugar- 6 g of sugar or less

DOMESTIC- All food products bid should be domestic. If you choose to bid a non-domestic item, it must be indicated on the Bid Form. If non-domestic, specify country of origin.

FIRM PRICING- Bid price must be held firm from July 1, 2021- June 30, 2022 unless otherwise noted.

WIC Districts/Schools will determine which Smart Snack items are allowable at different grade levels and the appropriate serving on bulk packages.

The WIC membership list is on the Bid Form, tab Membership. The membership list is effective of April 2021.

Item Quantities

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate WIC Districts/Schools to receive any quantity in excess of the quantity listed on the Bid Form.

The estimated quantities listed on the Bid Form are based on purchases made during the 2019-2020 school year. WIC cannot guarantee these quantities for the 2021-2022 school year or guarantee a minimum quantity for your company.

Quality

The quality of all items supplied to WIC Districts/Schools must meet or exceed the quality of the items listed on the Bid Form. If for any reason the integrity of these items is compromised, WIC reserves the right to discontinue the relationship and seek appropriate items from a qualifying Vendor. WIC Districts/Schools will review items upon delivery and will refuse any items that do not meet the expected standards.

Selection, Review & Awarding of Bids

WIC holds monthly meetings from September through May. Through these meetings products are evaluated, tested and selected for the bid. On the Bid Form, for an alternate product to be selected as an APPROVED EQUAL, the product must be selected for the bid through the meeting process.

WIC encourages free and open competition. Therefore, if you plan to bid an alternate product and the product has not been presented through a WIC meeting, you can contact the WIC Administrator to schedule a date to show the product. Vendors are given a report after each meeting telling if the product was selected for the bid.

WIC does not purchase in truck loads.

One Vendor will be awarded the contract. The most responsible & responsive Vendor with the lowest price and highest quality items will be awarded the bid.

The bidder acknowledges the right of WIC to reject any or all bids as it deems in the best interest of WIC and to waive informality or irregularity in any bid received.

New Products

New products approved by WIC through the product evaluation process shall be added to the bid at any time when competitive pricing is secured.

Testing/Review of Products

WIC reserves the right to cut and evaluate products after the bids are opened to assure the selection of the highest quality items with the lowest price.

Cancellation

Individual WIC Districts/Schools have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Vendor. Reasons for cancellation may be, but not limited to: The Vendor can't provide reliable service, can't provide quality product, or if the Vendor becomes insolvent or commits acts of bankruptcy.

Responsible & Responsive Vendors

Proposals from unresponsive and irresponsible Vendors will not be accepted. This includes, but not limited to, Vendors who have defaulted on a past WIC contract.

Modifications

Modifications, additions, or changes to the terms and conditions of this Invitation for Bids may be cause for rejection of Vendor's bid.

Piggyback Procurement & Growth

WIC authorizes new member Districts/Schools to buy under the same terms and prices set forth in this contract. Vendors may not alter the terms and conditions for new members based on, but not limited to, district/school location or student enrollment. WIC anticipates up to 25% annual membership growth. Proposers should take into account this growth model when submitting a bid.

General Indemnification

The Vendor agrees to indemnify, defend and hold harmless WIC, WIC Districts/Schools, WIC Administrator, successors, employees and agents from and against any and all claims, costs, expenses, damages, liabilities, including reasonable attorney fees, arising out of the negligent acts or willful misconduct by the Vendor or a third party.

The Vendor agrees to notify WIC by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which WIC is entitled to indemnification under this agreement.

Incurring Costs

WIC is not liable for any costs incurred by offerors prior to or after an issuance of an agreement.

Return of Discounts, Credits and Rebates

In accordance with USDA Title 7, *Code of Federal Regulations*, section 210.16 (c) and 210.21(f)(i)(iv); Final Rule from Federal Register Vol. 72: All discounts, rebates, and applicable credits received by the contractor when purchasing goods on behalf of WIC Districts/Schools must be returned to the WIC Districts/Schools.

Nutrition Information Required-If Requested

All items bid that contribute to the meat/meat alternative, grain, and dairy components of a reimbursable meal in the National School Lunch Program (NSLP) MUST be accompanied by:

- Product Formulation Statement OR CN Label -ELECTRONIC if requested
- Nutrient facts label-ELECTRONIC if requested

Proposed Pricing

Prices shall remain firm for the 2021-22 school year effective July 1, 2021 – June 30, 2022. Delivery costs, freight, equipment, and any other costs should be incorporated into the price of each line item. WIC will not be charged for any additional costs, fees or taxes including fuel surcharges. The price of each item listed on the Bid Form must be the full and complete price. If a price change is inevitable, the Vendor agrees to notify the WIC Administrator in writing and by phone call to discuss the changes. If the changes are unsuitable for the WIC, we reserve the right to terminate the contract.

WIC does not purchase in full truck loads.

Payment

The Vendor will purchase and pay for bid products for West Indy Cooperative. The Vendor will in turn invoice individual schools/districts upon delivering products.

TERMS & CONDITIONS

Debarment and Suspension

A Debarment and Suspension statement must be completed via the DocuSign link. All parties doing business with the Department of Agriculture should consult the Department's regulations for debarment and suspension found at 7 CFR 3017. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Non-Collusion Statement

An Anti-Collusion Affidavit must be completed via the DocuSign link. The Anti-Collusion states the Vendor is submitting a bid without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. The Vendor must understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. The Vendor agrees to abide by all conditions of this bid, and assure they are authorized to sign the Non-Collusion Statement.

Assurance of Ethical Practices

Vendor must have a company policy of maintaining the highest level of professional and ethical standards in the conduct of its business. Vendor must place the highest importance on its reputation for honesty, integrity, and high ethical standards. This Policy should serve as a reaffirmation of the importance of the highest level of ethical conduct and standards for all employees within the company. Each employee who is materially involved in any of the company's documentation, billing or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from a knowledgeable officer of, or attorney for, the company.

Contract Renewal

Upon mutual agreement of WIC and the Vendor, the bid may be renewed annually for one (1) year, up to four (4) annual renewals.

Buy American

West Indy Cooperative's Members participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically.

Protest Procedures:

A Vendor's bid that was submitted in accordance to Invitation for Bid directions and who is aggrieved by the award of the contract to another Vendor may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days, of the date of the award of the contract. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or award of contract.

An appeal will be reviewed by WIC's Board of Directors. Appeals will not be considered if the request is capricious, frivolous, or without merit. The proof of burden lies with the Vendor who is submitting the appeal. The evidence submitted must specifically address one or more of the following:

1. Violation of State or Federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award

The appeal will be reviewed by WIC's Board of Directors who will provide a written response within ten (10) business days. If the appealing party is not satisfied with the response, they may appeal to a designated WIC Board of Director's Board of Education. Further review must be requested in writing, and must be received by the WIC Administrator within five (5) business days after the date of the WIC Board of Director's response. The decision of the designated Board of Education shall be in writing, and shall be the final decision on the protest.

Code of Conduct

Per regulation 7CFR3016.36(3) bid documents must contain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts.

WIC maintains the following code of conduct for any members or employees engaged in award and administration of contracts supported by Federal Funds:

WIC Districts/Schools, Food Service Directors or Café Managers, cafeteria employees or officers and agents shall not solicit gifts, travel packages, and other incentives from prospective contractors.

WIC Districts/Schools, Food Service Directors or Café Managers, cafeteria employees or officers and agents shall not participate in the selection, award and administration of any contract to an entity in which they have a pecuniary interest or from which they derive a profit or in which a dependent of the employee, officer or agent has a fiscal interest or from which the dependent derives a profit.

WIC Districts/Schools, Food Service Directors or Café Managers, cafeteria employees or officers and agents shall not accept any form of compensation from Vendors that might influence their recommendations on or raise a conflict of interest with respect to the eventual purchase of equipment, supplies, or services.

Furthermore, WIC Districts/Schools, Food Service Directors or Café Managers, cafeteria employees or officers and agents shall not accept any compensation from a Vendor after a decision has been made to purchase equipment, supplies, or services from a Vendor.

In addition, WIC Districts/Schools, Food Service Directors or Café Managers, cafeteria employees or officers and agents who recommend purchases shall not enter into a contractual arrangement with a Vendor seeking to do business with the Corporation or a Vendor with whom the Corporation is doing business, whereby an individual professional staff member receives compensation in any form for services rendered.

Remedy for Non-Performance/Termination of Contract

Termination- WIC and/or WIC Districts/Schools reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to the Vendor. This includes individual WIC Districts/Schools terminating their contract with the Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date if feasible. Vendor will be compensated for goods and services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made for such goods or services, but in no event, shall Vendor be entitled to recover loss of profits.

In the event that either the Vendor or WIC Districts/Schools defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract in whole or in part, pending remedy. If the situation is not resolved within fifteen (15) days then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

Hub Policy Statement

West Indy Cooperative is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of West Indy Cooperative to involve qualified HUB and minority/women-owned businesses to the greatest extent feasible in the Cooperative's procurement of goods, equipment, and services. WIC's contractors, suppliers and subcontractors, and Vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competitive pricing and quality of work remains the ultimate determining factor in contractor, subcontractor, Vendor, service, professional service, and supplier utilization. All Vendors, suppliers, professionals, and contractors doing business or anticipating doing business with West Indy Cooperative shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in the procurement process.

Equal Employment Opportunity Compliance Statement

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider.

Energy Policy and Conservation Act Statement

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

Clean Air/Clean Water Act Statement

A Clean Air/Clean Water Act must be completed via the DocuSign link. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

Civil Rights Statement

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-95964 (voice and TDD). USDA is an equal opportunity provider.

Record Retention and Access Clause

The Vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the West Indy Coop Districts/Schools throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Indiana or any authorized representative of the School Food Authority, where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books,

documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the West Indy Coop Districts/Schools reserve the right to charge the Vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Davis-Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Byrd Anti-Lobbying

A Byrd Anti-Lobbying statement must electronically signed for the Bid Packet to be complete Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by

31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Lunsford Act

The Jessica Lunsford Act requires all contracted Vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check.